

1. BUSINESS DETAILS

Business Name:

Business/Registered Address:

Postcode:

Tel: Mobile: E-mail:

Sales Contact: Account Contact:

LEGAL ENTITY (tick one)

Sole Trader Partnership Limited Company Other

Registration No. (Ltd. only) No. of Employees Annual Turnover: £

2. TRADING ADDRESS

(If different from Section 1)

Postcode:

Invoicing Address: (TICK ONE) Registered Office Trading Address Other (Section 6)

E-mail (to receive Invoices & Statements) (if different from Section 1)

3. TRADE REFERENCES (COMPANIES YOU TRADE WITH)

1. Name: <input type="text"/>	2. Name: <input type="text"/>
Address: <input type="text"/>	Address: <input type="text"/>
<input type="text"/>	<input type="text"/>
Tel: <input type="text"/> Credit Limit: £ <input type="text"/>	Tel: <input type="text"/> Credit Limit: £ <input type="text"/>

4. CREDIT GUARANTEE

In consideration of **M.P. Moran & Sons Limited** ("Morans") granting credit facilities to the above named company or partnership (of which I/we are Director/Directors or Partner/Partners) I/we the undersigned agree that the account shall be operated on M.P. Moran & Sons Limited terms & conditions. I/we hereby undertake and personally guarantee (jointly and severally) all sums as might from time to time be due and payable by the company or partnership to M.P. Moran & Sons Limited including any financial obligation arising from any increase in the credit limit granted or the authorised credit limit having been exceeded by the company or partnership. I/we shall be liable as principal debtor and without and before any formal demand for payment/or proceedings being issued against the company.

Name: (BLOCK CAPITALS) <input type="text"/>	Name: (BLOCK CAPITALS) <input type="text"/>
Signature of Director/Partner (1):  <input type="text"/>	Signature of Director/Partner (2):  <input type="text"/>
Date of Birth: <input type="text"/> / <input type="text"/> / <input type="text"/>	Date of Birth: <input type="text"/> / <input type="text"/> / <input type="text"/>

5. PERSONAL DETAILS OF DIRECTOR(S) OR PARTNER(S)

Name: (BLOCK CAPITALS) <input type="text"/>	Name: (BLOCK CAPITALS) <input type="text"/>
Home Owner: YES <input type="checkbox"/> NO <input type="checkbox"/>	Home Owner: YES <input type="checkbox"/> NO <input type="checkbox"/>
<input type="text"/>	<input type="text"/>
Address: <input type="text"/>	Address: <input type="text"/>
<input type="text"/>	<input type="text"/>
Postcode: <input type="text"/> Tel: <input type="text"/>	Postcode: <input type="text"/> Tel: <input type="text"/>

6. ADDITIONAL INFORMATION

Use this section to provide us with any other information or if you run out of space in any other section.

7. CREDIT REQUEST

Please complete **ALL** sections of this application and ensure you have read and understood our terms and conditions of operation of credit account before signing the section below.

I/We acknowledge receipt of a copy of the **M.P. Moran & Sons Limited Terms & Conditions**. I/We make this application to open a credit account with M.P. Moran & Sons Limited. I/We understand that credit terms are that payment is due promptly at the end of the month following the date of invoice, and that if granted credit, I/we agree to pay in accordance with these terms. I/We acknowledge and accept M.P. Moran & Sons Limited Terms of Trading.

Requested Credit Limit: £

Date: / /

Signature of Applicant 1:

Name (BLOCK CAPITALS)

Signature of Applicant 2:

Name (BLOCK CAPITALS)

8. * APPLICATION FOR CREDIT AND AGREEMENT TO TERMS AND CONDITIONS

*** THIS SECTION IS MANDATORY. THE FORM WILL BE RETURNED IF NOT COMPLETED AND SIGNED.**

IMPORTANT: All purchases are subject to our standard terms and conditions. A copy can be obtained our website at mpmoran.co.uk, or at any M.P. Moran & Sons Limited branch. We will update these from time to time and so you should always check on our website or in-store to make sure you have the latest version.

I confirm that by signing this form, I agree to be bound by M.P. Moran & Sons Limited's terms and conditions and that each purchase of goods will be subject to M.P. Moran & Sons Limited's standard terms and conditions in force at the time of purchase.

By signing below, each signatory, as authorised representative(s) of the applicant customer, hereby applies for a Trade Credit Account and agrees to pay the account by the end of month, following the month of delivery in accordance with M.P. Moran & Sons conditions of sale. Each signatory further agrees that those conditions of sale (as modified, amended or updated by M.P. Moran & Sons from time to time) shall apply to all sales of M.P. Moran & Sons goods or services.

Name: (BLOCK CAPITALS)

Name: (BLOCK CAPITALS)

Signature:

Signature:

Position: Date: / /

Position: Date: / /

BUSINESS TYPE (tick business activity which best describes your business):

- | | |
|--|--|
| <input type="checkbox"/> Building | <input type="checkbox"/> Painting/Decorating |
| <input type="checkbox"/> Carpentry/Joinery/Kitchen Fitting | <input type="checkbox"/> Plumbing/Heating/Bathrooms |
| <input type="checkbox"/> Drylining/Plastering | <input type="checkbox"/> Property Management/Handyperson |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Roofing/Loft Conversion |
| <input type="checkbox"/> Groundwork/Civils | <input type="checkbox"/> Other |
| <input type="checkbox"/> Landscaping | |

BEFORE YOU SEND YOUR APPLICATION

Before you send your application, please make sure:

PLEASE PROVIDE US WITH EACH OF THE FOLLOWING:

- COPY of photo ID, i.e. Passport or photo Driving Licence for the person(s) signing the application
- COPIES of the last three months of either your Bank or Credit Card Statements
- A Statement of Account from another credit supplier

CHECK LIST

Thank you for contacting **M.P. Moran & Sons Limited** about opening a Credit Account.

Your application will be considered more rapidly if you follow some simple steps below:

- (1) Have you completed the form in **BLOCK CAPITALS**?
- (2) Has **Section 3** Trade references been completed?
- (3) Have **ALL** directors/partners/sole traders signed the form **Section 4**?
- (4) Have **ALL** directors/partners/sole traders signed the form **Section 7**?
- (5) Have **ALL** directors/partners/sole traders provided a copy of their **Passport** or **Photo Driving licence**?
- (6) Have you provided last **3 months** bank or credit card **statements**?
- (7) Have you provided a **statement of account** from another **credit supplier**?
- (8) Have **ALL** directors/partners/sole traders understood **ALL** sections of the **form** and the **MP Moran Terms & Conditions**?
- (9) Have you taken a copy for your own records?

DATA PROTECTION

Here at **M.P. Moran & Sons Limited**, we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us. However, from time to time, we would like to contact you with details of product offers / services / promotions we provide. We will never share your information with third parties.

If you consent to us contacting you for this purpose, please tick to say how you would like us to contact you:

E-mail Telephone SMS Post

NEED ANY HELP WITH THIS FORM?

 **020 7644 9052**  accounts@mpmoran.co.uk

Please post your original signed application form to:

Accounts Department,

MP MORAN & SONS LTD

293/301 Kilburn High Road | London | NW6 7JR

MP MORAN & SONS LTD TERMS AND CONDITIONS

THESE TERMS (UPDATED AS OF OCTOBER 2020)

These are the terms and conditions on which we supply products, whether these are goods or services.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or cancel the contract, what to do if there is a problem and other relevant information. If you think there is a mistake in these terms, please contact us to discuss.

INFORMATION ABOUT US

We are M.P. Moran & Sons Limited, a company registered in England and Wales with registration number 01218121 and trading as MP Moran. Our registered office is at 293/301 Kilburn High Road, London NW6 7JR and our VAT number is GB 241-424-105.

HOW TO CONTACT US AND HOW WE CONTACT YOU

You can contact us by telephoning our Sales Team on 01923 831 690 or by writing to us at sales@mpmoran.co.uk or 293/301 Kilburn High Road, London NW6 7JR.

For Accounts enquiries you can telephone our Accounts Team on 020 7644 9052 or by writing to us at accounts@mpmoran.co.uk.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

When we use the word "writing" or "written" in these terms, this includes emails.

WHERE WE SELL AND DELIVER PRODUCTS TO

We only sell to the UK. Unfortunately, we do not accept orders from addresses outside the UK or the Channel Islands.

Delivery restrictions. Please note that we may not be able to deliver all products to all geographical locations within the UK. To find out more please see the delivery restrictions section www.mpmoran.co.uk/delivery-information. Our website requires you to enter the postcode of the delivery address to verify whether we deliver to your area. If you change the delivery address during the checkout process and a delivery restriction applies to such updated delivery address, we will not be able to accept your order.

BUSINESS TERMS AND CONDITIONS

These terms only apply to you if you are a business customer. When using a business account, you warrant and represent that any products purchased are for business use only.

You should read these terms carefully as they contain contractual obligations and your attention is particularly drawn to the provisions of clause 1.6 and clause 11.

1. OUR CONTRACT WITH YOU

- 1.1 **Quotations.** You can obtain a free quotation from us by completing our online enquiry form www.mpmoran.co.uk/get-a-quote or by providing us with the relevant details in store or by phone 01923 831 690. We will assign a quotation number to your quotation and tell you the number when we provide you with your quotation. Any quotation given by us is not an offer to sell products to you and is only valid for a period of up to 28 days from its date of issue.
- 1.2 **Your order.** Your order will be an offer to us to buy the products in accordance with these terms. You are responsible for ensuring that the terms of the order and any applicable specifications submitted by you are complete and accurate.
- 1.3 **How we will accept your order.** Our acceptance of your order will take place:
 - 1.3.1 if you have placed an order for the products online via our website (www.mpmoran.co.uk) or by phone (if you are based in this geographic area), www.mpmoran.co.uk/media/files/postcode-delivery-map-london.pdf, when we email you to accept the order; or
 - 1.3.2 if you have placed an order in store, when we tell you that we are able to provide you with the product; a contract will come into existence between you and us at that point.
- 1.4 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product and refund any monies received from you prior to acceptance of your order by us. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 1.5 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 1.6 **Scheduling installation and further work.** We recommend that you do not schedule any installation work or any further work which is dependent on the products being installed until the products have been delivered to you and you have had time to check them.
- 1.7 **Approximate idea only.** Any samples, drawings, descriptive matter or advertising issued by us and any descriptions or illustrations of the products contained in our brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the contract or have any contractual force.
- 1.8 **Entire agreement.** These terms and any document referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the contract.
- 1.9 **Exclusion of any other terms.** These terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the

fullest extent permitted by law, excluded from the contract.

2. PRODUCTS

- 2.1 **Quality of products.** We warrant that on delivery the products shall:
 - 2.1.1 conform in all material respects with their description and any applicable specification;
 - 2.1.2 be free from material defects in design, material and workmanship; and
 - 2.1.3 be of satisfactory quality.
- 2.2 **Products may vary slightly from their images.** The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The relevant product description provides you with more information about the product's colour and any other important information about the product.
- 2.3 **Natural products.** Please note that products made from natural materials may have some colour variations for which we accept no liability to the extent this is permitted by law.
- 2.4 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website or brochure.
- 2.5 **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips online or by contacting us.
- 2.6 You can find information and tips on how to measure in our brochure or on our website or by contacting us.
- 2.7 **Health and safety.** Some of our products if incorrectly used give rise to risks to health and safety. Information in respect of such products may be available on the product pages of our website www.mpmoran.co.uk or can be requested from us by writing to online@mpmoran.co.uk. Please ensure that such products are only used in accordance with such information.

3. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the order you have placed please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the time of delivery or anything else which would be necessary as a result of your requested change. We will ask you to confirm whether you wish to go ahead with the change before we proceed with it. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract with us by giving us not less than 7 days written notice.

4. OUR RIGHTS TO MAKE CHANGES

- 4.1 **Minor changes to the products.** We may change the products:
 - 4.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 4.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 4.2 **Minor changes to the order.** We may, in certain circumstances, make changes to the packaging of the product, for example, if you have ordered a 10 litre pot of paint, we may substitute such 10 litre pot with two 5 litre pots of paint at no additional cost to you.
- 4.3 **More significant changes to the products and the terms.** In addition, we may make changes to these terms or more significant changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

5. DELIVERY

- 5.1 **Delivery and packaging costs.** If you order products:
 - 5.1.1 online via our website, the costs of delivery and packaging will be displayed to you on our website; or
 - 5.1.2 in store or by phone, the costs of delivery and packaging will be as told to you during the order process.
- Please note that the price of pallets will be refunded as soon as reasonably practicable by the method you used for payment unless you have paid by cheque in which case we will refund the monies by bank transfer provided the pallets are returned to us, carriage paid and in good condition within 30 days of delivery of the products.
- 5.2 **Delivery note.** We shall ensure that:
 - 5.2.1 each delivery of products is accompanied by a delivery note that shows the date of the order, the order number, the type and quantity of the products, and, if the products are delivered by instalments, the outstanding balance of products remaining to be delivered; and
 - 5.2.2 if we require you to return any packaging materials to us, that fact is clearly stated on the delivery note.
 - 5.3 **Delivery location.** We shall deliver the products to the delivery address specified on the order.
 - 5.4 **Bulk delivery.** Bulk deliveries will only be made to the kerbside of the delivery address you have provided us with. You are responsible for ensuring that delivery can be made on the delivery date.
 - 5.5 **Access for delivery.** You are responsible for ensuring that suitable access and roads exist to ensure that our delivery vehicles can deliver the products to the delivery address. If you are not sure as to the suitability of the access or roads, please contact us in good time before the delivery date. If

Please retain these Terms and Conditions for your records

the access or roads are not suitable, we will either (at our absolute discretion) (i) deliver the products to the nearest place, in the reasonable opinion of the driver of the delivery vehicle, the delivery vehicle can safely proceed and stop for delivery; or (ii) return the products to us in which case clause 5.9 shall apply.

- 5.6 **Completion of delivery.** Delivery is completed when the unloading of the products at the location as set out in the order is finished, as agreed by the parties from time to time.
 - 5.7 **Delivery date.** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the products that is caused by an event outside our reasonable control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the products.
 - 5.8 **Failure to deliver.** If you fail to accept delivery of the products within 3 business days of us notifying you that the products are ready, then, except where such failure or delay is caused by an event beyond our reasonable control or our failure to comply with our obligations under the contract:
 - 5.9 **Failure to accept delivery.** If you fail to accept delivery of the products within 3 business days of us notifying you that the products are ready, then, except where such failure or delay is caused by an event beyond our reasonable control or our failure to comply with our obligations under the contract:
 - 5.9.1 delivery of the products shall be deemed to have been completed at 9:00 am on the 3rd business day after the day on which we notified you that the products were ready; and
 - 5.9.2 we shall store the products until delivery takes place, and charge you for all related costs and expenses (including insurance).
 - 5.10 **Further failure to accept delivery.** If 10 business days after the day on which we notified you that the products were ready for delivery you have not accepted delivery of them, we may resell or otherwise dispose of part or all of the products and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the products or charge you for any shortfall below the price of the products.
 - 5.11 **Instalments.** We may deliver the products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in a product shall not entitle you to cancel any other instalment.
- ### 6. DEFECTIVE PRODUCTS AND RETURNS
- 6.1 **Checking the products.** On delivery, you are responsible for completing all necessary checks to ensure that the products are the products you intended to purchase and in accordance with your order (both in terms of description and quantity) before you use, install or incorporate the products into any other products.
 - 6.2 **Notice of rejection.** You may reject the products delivered or collected if they do not comply with clause 2, provided that you have reported this to us in writing:
 - 6.2.1 in the case of defect or damage that is apparent on normal visual inspection within 48 hours of delivery or collection; and
 - 6.2.2 in the case of latent defect, within a reasonable time of the latent defect becoming apparent.
 - 6.3 **Failure to notify.** If you fail to give notice of rejection in accordance with clause 6.2 you shall be deemed to have accepted the products.
 - 6.4 **Remedies.** If you reject the products under clause 6.2, then you shall be entitled to require us:
 - 6.4.1 to repair or replace the rejected products; or
 - 6.4.2 to refund the price of the rejected products in full provided that, if we so request, you shall return the products or the part of such products which is defective to us. Collection by us or delivery by you of the rejected products shall be arranged and completed as agreed by the parties.
 - 6.5 **No further liability.** Once we have complied with your request, we shall have no further liability to you in respect of the rejected products' failure to comply with clause 2.
 - 6.6 **Application of these terms.** These terms shall apply to any repaired or replaced products supplied by us.
- ### 7. RETURNING PRODUCTS
- 7.1 **Timeframe.** If you wish to return products because you have made a mistake when ordering them from us or you have simply changed your mind you must let us know within 28 days of delivery. We may (in our absolute discretion) accept the return of such products.
 - 7.2 **No return possible.** Please note that we will not accept the return of products which are:
 - 7.2.1 customised or have been made to your specific requirements and are of non-standard specification;
 - 7.2.2 liable to deteriorate or expire rapidly in particular perishable products; or
 - 7.2.3 mixed inseparably with other items after delivery.
 - 7.2.4 other products specifically mentioned on our website and your sales paperwork where we are unable to accept returns, use the link www.mpmoran.co.uk/returns-refunds.
 - 7.3 **Returning the products.** You are responsible for the costs of returning the products. You must either return the products in person to one of our branches, post them back to us at 1 Merchant Way, Watford WD25 8FA or (if they are not suitable for posting) allow us to collect them from you. Please call customer support on 0843 600 5566 or email us at customersupport@mpmoran.co.uk to arrange collection. You can also download the form yourself by

using this link www.mpmoran.co.uk/media/files/Return_Request_Form_02.pdf. You must return the products only after confirming that we accept the return of the products.

7.4 **How we will refund you.** We will refund you the price you paid for the products (excluding delivery and packaging costs), by the method you used for payment unless you have paid by cheque in which case we will refund the monies by bank transfer. However, we may also make deductions from the price, as described below.

7.5 **Deductions from refunds:**

7.5.1 We may reduce your refund of the price to reflect any re-stocking charges we incur upon the return of your products and reasonable compensation for net costs we will incur as a result of you returning the product.

7.5.2 We may reduce your refund of the price to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

7.5.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

7.6 **When your refund will be made.** We will make any refund due to you as soon as possible.

8. TITLE AND RISK

8.1 **Risk.** The risk in the products shall pass to you on completion of delivery.

8.2 **Title.** Title to the products shall not pass to you until the earlier of:

8.2.1 us receiving payment in full (in cash or cleared funds) for the products and any other goods we have supplied to you in respect of which payment has become due, in which case title to the products shall pass at the time of payment of all such sums; and

8.2.2 you use or resell the products, in which case title to the products shall pass to you at the time specified in clause 8.5.

8.3 **Obligations until the passing of title.** Until title to the products has passed to you, you shall:

8.3.1 store the products separately from all other goods held by you so that they remain readily identifiable as our property;

8.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the products;

8.3.3 maintain the products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.3.4 notify us immediately if it becomes subject to any events listed in clause 10.1.

8.4 **Use or resale of products.** Subject to clause Restrictions. If before title to the products passes to you become subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy you may have, you may use or resell the products in the ordinary course of your business (but not otherwise) before we receive payment for the products. However, if you use or resell the products before that time:

8.4.1 you do so as principal and not as our agent; and

8.4.2 title to the products shall pass from us to you immediately before the time at which the use or resale by you occurs.

8.5 **Restrictions.** If before title to the products passes to you become subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy you may have:

8.5.1 your right to resell the products or use them in the ordinary course of its business ceases immediately; and

8.5.2 we may at any time:

8.5.2.1 require you to deliver up the products in your possession that have not been resold or irrevocably incorporated into another product; and

8.5.2.2 if you fail to do so promptly, enter any of your premises or of any third party where the products are stored in order to recover them.

9. PRICE AND PAYMENT

9.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be:

9.1.1 if you have placed an order for the products online, the price indicated on the order pages when you placed your order; or

9.1.2 if you have placed an order in store or by phone, the price set out in our price list in force at the date of your order unless we have agreed another price in writing.

We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 9.3 for what happens if we discover an error in the price of the product you order.

9.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and packaging) in full before the change in the rate of VAT takes effect.

9.3 **What happens if we get the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

9.4 **When you must pay and how you must pay.**

9.4.1 For **products ordered online**, we accept payment with Visa and Mastercard credit or debit card or via PayPal. You must pay for the products at the time you place your order unless you are a credit customer in accordance with clause 9.4.5.

9.4.2 For **products ordered in store**, we accept payment in cash, by cheque, with Visa and Mastercard credit or debit card. You must pay for the products at the time we accept your order unless we offer payment on delivery to postcodes in our local delivery zone. www.mpmoran.co.uk/media/files/postcode-delivery-map-london.pdf or you are a credit customer in accordance with clause 9.4.5.

9.4.3 For **products ordered by phone**, we accept payments by bank transfer and Pay2Sender before delivery or in cash or with Visa and Mastercard credit or debit card on delivery. You must pay on or before delivery unless you are a credit customer in accordance with clause 9.4.5.

9.4.4 For **bespoke or non-stocked products ordered by phone**, we accept payments by bank transfer and Pay2Sender to be received before we order the product from our supplier unless you are a credit customer in accordance with clause 9.4.5.

9.4.5 If you are a **credit customer**, you must pay for the products in accordance with the terms set out in your credit account unless your credit account has been suspended or you have reached or exceeded its limit. For the avoidance of doubt, we may offer a credit account at our absolute discretion

9.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.6 **What to do if you think an invoice is incorrect.** If you think an invoice is incorrect, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

9.7 **No withholding or set-off.** You shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to it by you against any amount payable by us to you.

10. TERMINATION AND SUSPENSION

10.1 Without limiting our other rights or remedies, we may terminate the contract, suspend provision of the products under the contract or any other contract between you and us or suspend your credit account with us with immediate effect by giving written notice to you if:

10.1.1 you fail to pay any amount due under the contract on the due date for payment and it remains in default not less than 14 days after being notified in writing to make such payment;

10.1.2 you commit a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

10.1.3 you cease carrying on business in the normal course, or call a meeting of your creditors or make a proposal for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition or scheme of arrangement with (or assignment for the benefit of) your creditors, or be unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or other similar officer is appointed or a meeting is convened for the purpose of considering a resolution for your winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or you are the subject of an administration order;

10.1.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

10.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the contract has been placed in jeopardy.

10.2 On termination of the contract for any reason you shall immediately pay to us all of your outstanding unpaid invoices and interest.

10.3 Termination of the contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this contract that existed at or before the date of termination.

10.4 Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. LIMITATION OF LIABILITY

11.1 Nothing in these terms shall limit or exclude our liability for:

11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 any other liability which cannot be limited or excluded under English law.

11.2 Subject to clause 11.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

11.2.1 any loss of profits, sales, business or revenue;

11.2.2 loss of business opportunity;

11.2.3 loss of anticipated savings;

11.2.4 loss of goodwill; or

11.2.5 any indirect or consequential loss.

11.3 Subject to clauses 11.1 and 11.2, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equivalent to 125% of the product price to which such losses relate.

11.4 Except as expressly stated in these terms, we do not give any representations, warranties or undertakings in relation to any products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purposes.

12. HOW WE USE PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy (<http://mpmoran.co.uk/privacy-policy>). Please take the time to read it, as it includes important terms which apply to you.

13. OTHER IMPORTANT TERMS

13.1 **Notice.** Any notice or other communication given to a party under or in connection with the contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or next working day delivery or e-mail. A notice or other communication shall be deemed to have been received if:

13.1.1 delivered personally, when left at the registered address;

13.1.2 sent by pre-paid post or other next working day delivery, at 9am on the second business day after posting; or

13.1.3 sent by email, one business day after transmission.

This clause 13.1 does not apply to the service of any proceedings or other documents in any legal action.

13.2 **Assignment and other dealings.** We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the contract and may subcontract or delegate in any manner any or all of its obligations under the contract to any third party. Whereas you may not, without our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the contract.

13.3 **Severance.** If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.

13.4 **Waiver.** A waiver of any right under the contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **No partnership or agency.** Nothing in the contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.6 **Third parties.** A person who is not a party to the contract shall not have any rights to enforce its terms.

13.7 **Variation.** Except as set out in these terms, no variation of the contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by us.

13.8 **Governing law and jurisdiction.** This contract and all contractual obligations arising out of or in connection with it are governed by English law and subject to the exclusive jurisdiction of the English courts.